

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

673753 ONTARIO LIMITED)	
D/B/A TRAFFIX)	
)	
Plaintiff,)	
v.)	Case No. _____
)	
SAFARI MERCHANT LOGISTICS, LLC)	
)	
Defendant.)	
_____)	

COMPLAINT

COMES NOW Plaintiff 673753 Ontario Limited d/b/a Traffix (hereinafter “Traffix”), by and through Counsel, and files this Complaint against Defendant Safari Merchant Logistics, LLC (hereinafter “Safari”). In support thereof, Traffix shows the Court the following:

Parties

1. Traffix is a Canadian corporation whose principal place of business is: 375 Wheelabrator Way, Milton, ON L9T 3C1, Canada.
2. Traffix is a federally licensed property broker at Docket No. MC-00211991.
3. Safari is a Texas limited liability company whose principal place of business is: 1565 West Main St., Suite 208-1022, Lewisville, Texas 75067.
4. Safari is an authorized motor carrier by the Federal Motor Carrier Safety Administration (FMCSA) at Docket No. MC-77688.
5. Safari’s registered agent for service of process is Newton Kirui, who may be served with process at 216 Turning Tree Rd., Wilmer, TX 75172.

Jurisdiction and Venue

6. This Court has subject matter jurisdiction over the instant action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1337, as this is an action based upon loss and damage arising from interstate transportation services in excess of \$10,000, pursuant to a bill of lading contract/Delivery Order. *See* Appendix A.
7. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this district and division because Safari's principal place of business is located in Lewisville, Texas.
8. This Court has personal jurisdiction over Safari because Safari entered into a bill of lading contract/Delivery Order to provide transportation services from Rancho Domingo, California for delivery to Albuquerque, New Mexico. *See* Appendix A.
9. This action involves the loss or damage of Traffix's assignor's goods pursuant to 49 U.S.C. § 14706, the Carmack Amendment.

Traffix's Carmack Amendment Cause of Action

10. Traffix repeats and reincorporates the allegations contained in Paragraphs 1 through 9 above as though fully set forth herein.
11. On or about November 25, 2019, Mitsubishi Warehouse Company tendered to Safari drums of Zirconium Oxide. *See* Appendix A.
12. The transportation services were arranged for by Traffix as a property broker.
13. Safari accepted this shipment in good order and condition.
14. While the cargo was in the possession and control of Safari, the drums of Zirconium Oxide were damaged in interstate transit.
15. Pursuant to its obligation with its customer, Traffix is obligated to the beneficial owner of the shipment (CTS Corporation) for the actual value of the shipment, pursuant to 49 U.S.C. § 14706, in the amount of \$61,110.

16. A timely and proper claim was made upon Safari for the value of the shipment in the amount of \$61,110.

17. Upon the refusal of Safari and its insurance carrier to acknowledge and pay for this claim, Traffix adjusted said claim and is now seeking recovery. *See* Appendix B.

Conclusion and Prayer

WHEREFORE, Traffix prays for Judgment as follows:

1. That Judgment be entered against Safari in the amount of \$61,110; and
2. That Traffix be awarded such other and further relief as this Court may deem just and proper.

Respectfully submitted,

/s/ Vic Houston Henry

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